

DOCUMENT RESUME

ED 257 382

HE 018 437

TITLE An Agreement between Emerson College and the Emerson College Chapter of the American Association of University Professors, September 1, 1984-August 31, 1987.

INSTITUTION American Association of Univ. Professors, Washington, D.C.; Emerson Coll., Boston, Mass.

PUB DATE 1 Sep 84

NOTE 51p.; Appendix may be marginally legible due to small print.

PUB TYPE Legal/Legislative/Regulatory Materials (090)

EDRS PRICE MF01/PC03 Plus Postage.

DESCRIPTORS Academic Freedom; Academic Rank (Professional); Arbitration; *Collective Bargaining; *College Faculty; *Contracts; *Employment Practices; Faculty Promotion; Faculty Workload; Governance; Grievance Procedures; Higher Education; Insurance; Leaves of Absence; Personnel Policy; *Private Colleges; Teacher Dismissal; Teacher Employment Benefits; Teacher Salaries; Tenure

IDENTIFIERS *AAUP Contracts; American Association of University Professors; Dues Checkoff; *Emerson College MA; Faculty Reappointment; Financial Exigency; Personnel Files; Tuition Benefit Programs; Union Rights

ABSTRACT

The collective bargaining agreement between Emerson College and the Emerson College Chapter (85 members) of the American Association of University Professors (AAUP) covering the period September 1, 1984-August 31, 1987 is presented. Items covered in the agreement include: unit recognition and definitions; agent's rights; dues and fees checkoff; past practice and institutional rights; nondiscrimination; faculty ranks and appointments; professional route and professional specialist route; selection of new faculty unit members; types of contracts; criteria and process for promotion and tenure decisions; preparation for promotion and tenure materials; termination due to financial exigency; notice and reappointment rights of terminated faculty; review and grievance procedures; personnel files; faculty workload, scheduling, and course assignments; consulting; outside employment and/or business interests; parking; sabbatical leaves; professional leaves; administrative leaves; military leaves; leaves for child care and personal illness; compensation; fringe benefits; insurance and tuition benefits; contract management; and academic freedom and governance provisions. A "Statement on Government of Colleges and Universities" by the AAUP, the American Council on Education, and the Association of Governing Boards is appended. (SW)

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ED257382

AN AGREEMENT BETWEEN EMERSON COLLEGE AND THE EMERSON COLLEGE

CHAPTER OF THE AMERICAN ASSOCIATION OF UNIVERSITY PROFESSORS

SEPTEMBER 1, 1984 - AUGUST 31, 1987

EMERSON COLLEGE

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**EMERSON
COLLEGE**

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AGREEMENT made and entered into this 10th day of May, 1984, by and between EMERSON COLLEGE, hereinafter sometimes referred to as the "College", and the EMERSON COLLEGE CHAPTER, AMERICAN ASSOCIATION OF UNIVERSITY PROFESSORS, hereinafter sometimes referred to as the "AAUP" or the "Association".

ARTICLE I

AGREEMENT

1.1. The general purpose of this Agreement is to set forth terms and conditions of employment, and to promote orderly and harmonious relations for the mutual interest of Emerson College and the Association. Emerson College and the Association recognize their responsibility to work jointly and cooperatively in supporting the goals and objectives of the College.

ARTICLE II

DEFINITION

2.1. Administration: The President of the College and such administrative officers as he may appoint.

2.2. AAUP or Association: The Emerson College Chapter of the American Association of University Professors.

2.3. Board of Trustees: The governing body of Emerson College charged with upholding the charter, confirming educational goals and ratifying overall policy.

2.4. Chief Academic Officer (CAO): The Vice President/Dean of the College or any equivalent title so designated by the President and confirmed by the Board of Trustees.

2.5. Emerson or the College: Emerson College, Boston, Massachusetts, a private institution of higher education and its administrative agents.

2.6. Faculty Unit Member: The full-time staff members who hold faculty rank as more fully set forth in Articles VIII and Article III Section 3.1.

2.7. Gender and Number: Nouns, pronouns, and adjectives of masculine and feminine gender include each other and the singular shall include the plural where the context so requires or permits.

2.8. Titles: Titles used herein are for identification purposes only and shall not be given any substantive effect on the interpretation or application of the Agreement.

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2.9. Degrees: Must be earned from an accredited institution.

2.10. Senior Faculty Member: Faculty unit members holding the rank of Assistant Professor and above or its equivalent.

2.11. Continual Service: Continual service shall include leave time that is counted toward tenure eligibility.

2.12. Faculty Promotion and Tenure Committee: Each Division shall have a Promotion and Tenure Committee composed of the Division Chairperson and senior faculty of the Division.

2.13. Base Salary: The base salary a faculty unit member receives upon appointment plus percentage increases but excluding bonuses and all other forms of compensation.

ARTICLE III

RECOGNITION

3.1. The College recognizes the Association as the sole and exclusive representative for purposes of collective bargaining in respect to wages, hours, and working conditions of all employees in the unit set forth below:

"All full-time teaching faculty including chairpersons of the College teaching in Boston, Massachusetts, excluding all part-time faculty, Administrators, Deans, non-teaching professionals, librarians and library employees, coaches, Director of Continuing Education, Visiting Faculty from accredited institutions of higher education, and all other employees, guards and supervisors as defined in the Act".

3.2. Emerson College shall not aid, promote or finance any other group or organization which purports to engage in collective bargaining on behalf of the members of the bargaining unit covered by this Agreement.

3.3. In the event of merger or consolidation with or the acquisition of any other educational institution or portion thereof, (located within the State of Massachusetts) and to the extent permitted by law, the faculty and professional staff members of such other educational institution who become employed by Emerson College or the Merged Entity shall be given the opportunity to become members of the bargaining unit herein.

3.4. In the event of an expansion of Emerson College through the creation of other schools or extension programs located within the State of Massachusetts, and to the extent permitted by law, the full-time faculty members of such schools or extension programs shall be considered members of the faculty bargaining unit herein.

3.5. It shall be the policy of Emerson College not to alter, reduce or increase the membership of the bargaining unit by arbitrary change of job classification titles.

3.6. As stated in the Agreement between Emerson College and the Emerson College Chapter of the American Association of University Professors, on August 18, 1980, the College agrees not to invoke the decision rendered by the Supreme Court of the United States in the NLRB v. Yeshiva University in an effort to change the bargaining unit covered by the current collective bargaining agreement for the duration of this Agreement.

ARTICLE IV

AGENT'S RIGHTS

4.1. The Association and its officers, for the purpose of carrying out its business, shall have the right, with due notice, to hold meetings in College facilities at such times and places as may be reasonable, so long as such facilities are available and the Association complies with the rules and regulations relating to the use of such facilities applicable to all members of the Emerson College Community.

4.2. The Association shall have the right to post notices of its activities and matters of Association concern on bulletin boards at locations hereafter to be agreed upon between the Association and the Administration. The Association shall be permitted to use inter-college mail, duplication, the typing of contractual drafts, and telephone services for communication to the members of the unit and for other Association business. The foregoing services shall be provided to the Association provided such use does not conflict with the normal requirements of the College.

4.3. Duly authorized representatives of the Association shall be permitted to transact official Association business on College property at all reasonable times, provided that this shall not interfere with or interrupt normal College operations.

4.4. This Agreement shall be binding upon and is exclusively between the AAUP and the College. All rights and privileges claimed under the terms of this Agreement shall be enforceable only by the AAUP and the College.

4.5. Emerson College shall give the Association within one month of the beginning of each term a list of all faculty unit members reflecting name, rank, salary, division, time in rank and date of original employment, duration of each contract, and any changes resulting from promotion, tenure, leaves, termination.

changes from or to part-time employment, and/or administrative status of any faculty unit member. Interim changes shall be sent by the twentieth (20th) day of the month following any changes in the list.

4.6. Emerson College shall give the AAUP budgetary reports tri-annually and the annual audited financial statement as presented to the Board of Trustees.

4.7. The AAUP shall select one member to serve on the President's All-College Advisory Committee subject to the approval of the College President. This member will provide input and recommendations related to the setting of budgetary priorities and will serve as a liaison between the All-College Advisory Committee and the AAUP.

The College President's approval of the member shall not be subject to the grievance and arbitration provision of this Agreement.

ARTICLE V

DUES AND FEES CHECK OFF (UNION SECURITY)

5.1. Amount of Professional Dues

Within fifteen (15) days after receiving any list required by paragraph 4.5, the Association will (a) notify Emerson College of the names of the unit members who are members of the Association and (b) certify on a copy of said list the periodic professional dues payable thereafter by each Association and/or unit member who shall authorize such payment.

5.2. Professional Dues and Bargaining Assessment Fees

Emerson College and the AAUP hereby agree that all employees covered by this contract shall pay a bargaining assessment fee or its equivalent whether or not they are members of AAUP.

- (a) Emerson College, subject to any applicable law, will deduct from the salary of any faculty unit member who authorizes such deduction, the AAUP's established national and local dues as certified by the AAUP.
- (b) Emerson College, subject to any applicable law, will deduct from the salary of any faculty unit member who authorizes such deduction, the AAUP's established bargaining assessment as certified by the AAUP.
- (c) Any such Association and/or faculty unit member wishing such dues and/or bargaining assessment deductions shall submit a properly completed authorization card to the Emerson College Financial Office. AAUP will provide the authorization form.

5.3. It is agreed that Emerson College shall have no obligation or liability, financial or otherwise, other than set forth herein, arising out of the understanding set forth in this Article. It is further agreed that once professional dues and bargaining assessment deductions are remitted to the AAUP, the disposition of such funds thereafter shall be the sole and exclusive obligation and the responsibility of the AAUP.

ARTICLE VI

PAST PRACTICE/INSTITUTIONAL RIGHTS

6.1. All well-established past practices that affect faculty unit members which are exclusively within the control of the Administration and are not modified by this Agreement or subsequently changed by mutual agreement of the parties shall be maintained.

6.2. All management functions, responsibilities and powers which the College and its Administration have not modified or restricted by a specific provision of this Agreement are retained and vested exclusively in the College and its Administration.

Without limiting the generality of the foregoing, the College and its Administration reserve to itself the right to make any changes in academic assignments which result from changes in academic policy, the authority to restructure departments and other units within the College; to discharge or otherwise discipline faculty unit members for just cause; to hire, promote, transfer, lay off faculty unit members; to determine staffing and faculty size; to determine the number of students per class; to make changes in policies and practices not inconsistent with this Agreement; and otherwise generally to manage the College to attain its goal of excellence in teaching and scholarship, except as otherwise modified or restricted by a specific provision of this Agreement.

The listing of specific rights in this Agreement is not intended to be, nor shall be, restrictive of or a waiver of any of the rights of the College not listed or surrendered herein whether or not such rights have been exercised by the College and its Administration in the past.

ARTICLE VII

NONDISCRIMINATION

7.1. The College and the Association recognize their responsibilities under federal, state and local laws relating to fair employment practices and reaffirm their commitment to the principles involved in the area of civil rights and affirmative

action. The parties agree that there shall be no discrimination because of race, sex, color, age, marital status, nationality, political belief, handicap, or for participation in or affiliation with any labor organization.

7.2. The College and the Association agree that the provisions of this Agreement shall apply to all faculty unit members without discrimination.

ARTICLE VIII

FACULTY RANKS AND APPOINTMENTS

8.1. Faculty Ranks

The following constitute the description and criteria of faculty ranks at Emerson College.

8.1.1 Academic Route

An Instructor holds at least a master's degree from a regionally accredited institution in the Instructor's field. The Instructor must have been accepted and have begun some work in an accredited doctoral program in his divisional discipline.

In addition, the Instructor must have demonstrated notable promise as a teacher, indicated the willingness to participate in the activities and programs within a division and show promise or evidence of making scholarly contributions to his discipline beyond the limits of the College.

An Assistant Professor either has a doctorate from a regionally accredited institution or has been accepted into a doctoral program appropriate to his field, and has completed at least one year of full-time study.

In addition, the Assistant Professor demonstrates notable teaching ability, shows evidence of service to the College beyond classroom, shows continued academic achievement in his field of teaching competency and some recognition in the Assistant Professor's specialty field outside of a college or university.

An Associate Professor has a doctorate within his specialty field or teaching from a regionally accredited institution.

In addition, the Associate Professor demonstrates evidence of outstanding teaching ability, outstanding leadership and responsibility within a college community, and recognition in his field at least on a regional basis. He shows evidence of continued professional growth through publication and/or presentation of scholarly papers and other contributions to his academic field and shows active membership in pertinent scholarly societies and/or professional organizations.

A Professor has a doctorate within his specialty field of teaching from a regionally accredited institution.

In addition, a Professor has a background of successful and outstanding teaching. He has shown evidence of outstanding service within a division and a college and university community, and has achieved notable national recognition in the field of his teaching specialty through publication of pertinent scholarly work. He has shown continued independent achievement in his field of teaching competency and recognition in his specialty field outside a college or university.

8.1.2 Professional Route

An Instructor holds a master's degree or has completed one (1) year in an appropriate MFA program from a regionally accredited institution or has documented evidence of one year of appropriate professional training beyond the bachelor's degree, including original projects and research.

In addition, the Instructor has demonstrated notable promise as a teacher, indicated a willingness to participate in the activities and programs in the division, and showed promise or evidence of making contributions to his discipline beyond the limits of a college.

The Assistant Professor either has a doctorate or has been accepted into a doctoral program in a regionally accredited institution appropriate to the Assistant Professor's field and has completed at least one (1) year of full-time study beyond the master's degree or has completed two (2) years in an appropriate MFA program from a regionally accredited institution or has documented evidence of two (2) years of appropriate professional training beyond the bachelor's degree.

In addition, an Assistant Professor demonstrates notable teaching ability and shows evidence of service to a college beyond the classroom. He shows continued

independent achievement in his field of teaching competency and some recognition in his specialty field outside of a college.

The Associate Professor has a doctorate within his specialty field of teaching or an MFA degree in a field in which that degree is considered to be the terminal degree from a regionally accredited institution, or has documented evidence of three (3) years of professional training beyond the bachelor's degree in the specialty field of teaching.

In addition, the Associate Professor shows evidence of outstanding teaching ability and outstanding leadership and responsibility within a college community. He demonstrates recognition in his specialty field at least on a regional basis, shows evidence of continued professional growth through exhibitions, productions, professional work or other creative projects and holds active membership in pertinent scholarly societies and/or professional organizations.

A Professor has a doctorate within his specialty field of teaching or an MFA degree from a regionally accredited institution or has documented evidence of three (3) years of appropriate professional training beyond the bachelor's degree.

In addition, a Professor has a background of successful and outstanding teaching, and has showed evidence of outstanding service within the division and a college at large. He has achieved notable national recognition in the field of his teaching specialty through a significant body of pertinent professional work since his last promotion and is an active member in pertinent regional and/or national scholarly societies and/or professional organizations.

A Clinician must hold a master's degree and Certificate of Clinical Competence from the American Speech - Language - Hearing Association in the area for which the person shall provide service and/or demonstration therapy.

In addition, although the Clinician will have no classroom duties as such, he must have demonstrated the ability to assume clinical training responsibilities. These include: (a) providing diagnostic and clinical therapy for clients in the Center, and (b) demonstration therapy for students. He must have indicated a willingness to participate in clinical activities within a division and have shown evidence of making significant supervisory contributions to the division.

The Clinical Instructor must hold a master's degree and a Certificate of Clinical Competence from the American Speech - Language - Hearing Association in the area for which the person shall provide training and/or supervision. Experience in training and supervision beyond the Clinical Fellowship year is desired. The candidate must show promise of clinical training growth.

In addition, the Clinical Instructor has the ability to supervise clinical activities of graduate and undergraduate students, participate in the development of activities and programs within a division and shows evidence of making scholarly and/or creative contributions to the Instructor's discipline beyond the limits of a College.

The Clinical Associate holds a master's degree from a regionally accredited institution and a Certificate of Clinical Competence from the American Speech - Language - Hearing Association area for which the person shall provide training and/or supervision.

In addition, the Clinical Associate must have demonstrated the ability to coordinate a clinical training program for all graduate and undergraduate students, plan clinical workshops, supervise clinical activity and share teaching responsibilities which relate clinical information to academic course material.

He must have shown evidence of significant service to a College, a significant production and development in the activities of a division.

He must have demonstrated professional growth at the community, state and national level in terms of attendance and participation in conferences, conventions, workshops, or continuing education programs. Have evidence of recognition by other professionals, and/or community agencies in terms of consultantships, guest lectures, participation in planning in-service training, workshops assistance or participation, publication or professional studies, proposals of creative programs of training, or supervision or clinical remediation within a department or community.

8.1.3 Professional Specialist Route

A Professional Specialist is a full-time member of the bargaining unit, but not on a tenure track. He is subject to the same ranks and criteria for promotion as a bargaining unit member on the Professional Route.

The appointment of a faculty member to the Professional Specialist Route must be jointly agreed to by the Division Chairperson and the Chief Academic Officer. For the term of this contract, the percentage of professional specialists employed by the College may not be greater than fifteen percent (15%) of the total number of faculty unit members employed by the College.

A person denied tenure may not be appointed to the Professional Specialist Route. This route is not intended to provide continual service for a person denied tenure.

A Professional Specialist may be issued a probationary contract (nontenure track) each year up to six years, and a rolling contract thereafter. (See Section 8.4)

Prior to receiving a rolling contract, there will be a review for an extended appointment (3 to 5 years) where applicable. This review will be consistent with the process used for tenure in Academic and Professional Route indicated in Article IX.

8.2. Selection of New Faculty Unit Members

The following are the steps in the appointment of a faculty unit member:

8.2.1 The division Chairperson consults with members of the division on qualified candidates.

8.2.2 The division Chairperson forwards the division's recommendation to the Chief Academic Officer in writing. All candidates presented by the division shall meet the criteria for status described in Article IX.

8.2.3 The Chief Academic Officer shall accept or reject the division's recommendation and shall thereafter notify the candidate in writing.

8.2.4 In the event that the Chief Academic Officer rejects a candidate presented by the Chairperson, the reason(s) for rejection will be discussed with the Chairperson.

8.2.5 Should the Chief Academic Officer find it necessary to reject the division's candidate, he shall request the division to select a new candidate. In the event that the Chief Academic Officer rejects the new candidate, the Chief Academic Officer will discuss the reasons for rejection with the division. Thereafter, the Chief Academic Officer shall select his own candidate.

8.2.6 With the approval of the President, the Chief Academic Officer shall issue letters of appointment to the new faculty member.

8.2.7 The decisions of the Chief Academic Officer with regard to the selection of candidates shall be final and binding and not subject to the grievance and arbitration provisions of this agreement.

8.3. Terms and Conditions of Appointment

8.3.1 The terms and conditions of every appointment of a faculty unit member shall be stated or confirmed in writing, and a copy of the appointment document shall be supplied to the faculty unit member. Any subsequent extensions or modifications of an appointment shall be stated or confirmed in writing, and a copy of the pertinent document shall be given to the faculty unit member.

8.3.2 The terms and conditions of all appointments or subsequent modifications of appointments shall be consistent with the provisions of this Agreement.

8.3.3 Before a contract is issued, the candidate shall sign a declaration stating:

- 1) Which route is to be used for promotion and/or tenure (academic route, professional route, clinical route or professional specialist route).
- 2) That he has received and read the description of the rank that is applicable to his chosen route.
- 3) That his personnel files are complete.
- 4) That he has received and read a copy of the present contract.

8.4. Types of Contracts

Emerson College issues five types of contracts between the faculty unit member and the College:

8.4.1 Continuous Contract (tenured) is a contract offered to tenured faculty unit members.

8.4.2 Probationary Contract (tenure track) is an annual contract renewable each year up to six years, until tenure is granted or denied. In the case of a denial of tenure or non-renewal, the final contract shall be designated as a terminal contract.

8.4.3 Probationary Contract (non-tenure track) is an annual contract renewable each year up to six years for Professional Specialists.

8.4.4 Rolling Contract is to be used with professional specialists after the sixth contract year. Such contracts may be of three, four, or five years duration with appropriate review procedures and renewal notices as specified in Article IX.

8.4.5 Term Contract is a non-renewable contract to be issued for a time period of one year or less. A faculty member holding an appointment under a term contract is not entitled to review for reappointment. Term contracts shall not be issued to a faculty member for more than two consecutive years.

One year terminal contracts that result from notice of non-reappointment are term contracts.

8.5. Contract Review Procedures

8.5.1 In the academic, professional, professional specialist and clinical routes, all contracts for the first six (6) academic years shall be one (1) year in length, subject to yearly divisional review, except term contracts, and are to be carried out within the appropriate time periods (see Non-reappointment 10.1.1). The yearly reviews shall be carried out by the divisional Promotion and Tenure Committee and the recommendation will be forwarded to the Chief Academic Officer no later than one (1) month prior to time limitations noted in Article X, Section 10.1.1. If the yearly reviews to be carried out by the divisional Promotion and Tenure Committee or its recommendation is not forwarded to the Chief Academic Officer one month prior to the time limitations noted in Article X, Section 10.1.1, regarding notice of reappointment, the Chief Academic Officer shall act on the appointment decision based upon his own information. The Chief Academic Officer will make a recommendation to the President (See 9.1 for criteria used by the Divisional Promotion and Tenure Committee). If the recommendation of the Chief Academic Officer differs from that of the Division Chairperson, reasons in writing shall be provided to the Division Chairperson. The final decision of the Administration shall be given in writing and shall be sent to the candidate and division and shall include reasons for the decision.

8.5.2 In the third academic year, a more extensive review will take place, following procedures as outlined in Article IX.

8.5.3 In the sixth year, the review for tenure will take place. At this point, the candidate shall receive approval for tenure to become effective at the end of the seventh year or a one-year terminal contract issued for the seventh year. Exceptions to this are listed in 9.7.4. Failure to review the candidate in a timely manner shall not result in the candidate receiving tenure.

8.6. Temporary Ranks

As a matter of information and not part of this Agreement, the College and Association recognize certain temporary or part-time faculty ranks which do not lead to tenure eligibility. The following are some, but not necessarily all, designations which may be used for persons filling temporary ranks: lecturer, part-time instructor, adjunct professor, or affiliate professor. The College agrees not to assign faculty with temporary ranks to more than 18 credit hours workload per academic year.

ARTICLE IX

CRITERIA AND PROCESS FOR PROMOTION AND TENURE

9.1 Promotion is granted to a faculty unit member who has demonstrated within his current rank and within his academic and professional career significant evidence of growth, progress and achievement. Promotion is evaluated according to the following eight criteria which shall be used by all recommending and decision-making bodies or individuals in the College in determining the applicant's eligibility for promotion.

9.1.1. Education: Earned degrees held or documented evidence of equivalent training and experience within one's specialty field of teaching as required in Article VIII by the specific rank and route.

9.1.2 Teaching: Evidence of outstanding teaching such as direct observations from more than one source, or multiple judgments from the same source, and student opinions on the candidate's characteristics of good teaching which are within the purview of the student's experience, such as teaching effectiveness, ability to explain clearly and understandably, active personal interest in progress of the class, interest and enthusiasm for the subject, and ability to stimulate student interest. Among additional sources of evidence may be included submissions by the candidate of his/her degree of satisfaction with completing his/her

teaching objectives, including reporting such observations as development of the candidate's classes both during the term and from year to year and the candidate's compatibility with the goals and objectives of his division, the candidate's philosophy of teaching, etc.

9.1.3

Service to the College: Evidence of service to the College beyond the responsibilities of classroom teaching. Therefore, a faculty member is expected to demonstrate active participation in the operational concerns of the institution, such as the following:

- a. service on divisional committees, attendance at divisional meetings, and participation in the decision-making and curriculum development process;
- b. service to and participation in the business of the general faculty (e.g., faculty meetings, faculty committees, AAUP);
- c. service on and participation in the business of the College committees;
- d. service as a moderator of student activities;
- e. fulfillment of special assignments (e.g., administrative assignments including recruitment, research for the College, and consultation);
- f. service as a chairperson of a division; and
- g. participation in student advising.

9.1.4

Research/publication/creative accomplishments: Evidence of having done independent research, of having published work, and/or of having achieved notable creative accomplishments in one's field of specialization and teaching assignments and activities.

Active teaching necessitates active involvement in the intellectual and scholarly developments of the individual's field. Because what is considered appropriate research in one discipline may not be recognized as appropriate in another discipline, an individual faculty member's research or creative work should be evaluated in terms of its quality, its level of recognition among peers, and its significance to the particular discipline. Evidence of appropriate endeavors include:

- a. publications;
- b. research grants and projects;
- c. inventions and patents;
- d. artistic work and performances; and
- e. reviews of creative work.

9.1.5 Recognition: Evidence of recognition in the field of one's teaching specialty beyond the limits of Emerson College community. In addition to research or creative work, other evidence of recognition of professional competence includes:

- a. receipt of awards, grants, or fellowships;
- b. appointment in a scholarly capacity to a state or national post;
- c. reading papers before learned societies; and
- d. post-doctoral education.

9.1.6 Membership and active participation: In scholarly societies and/or professional organizations through active participation in professional organizations (e.g., attendance at annual meetings, election or appointment to offices or committees) conferences and institutes.

9.1.7. Professional Service to the Community: Service to the community should be within one's discipline and include any one of the following:

- a. service in the individual's professional area as a consultant or in a research capacity;
- b. service as a resource person;
- c. lectures to community groups.

9.1.8 Time in Rank/Length of Service for Promotion: In order to be considered for promotion, one must meet the criteria for the next rank. Time in rank is normally a factor in this consideration.

PROMOTION

Instructor to Assistant Professor

TIME IN RANK

Three years full-time teaching at the rank of Instructor

Assistant to Associate Professor	Eight years full-time teaching or a minimum of four at the rank of Assistant Professor
Associate to Professor	Twelve years of full-time teaching or a minimum of five years at the rank of Associate Professor

9.2 Ranking of Promotion Criteria. In considering faculty unit members for promotion, all evaluating groups shall consider the eight criteria in relationship to the description of faculty ranks as set forth in Article VIII.

In addition, the criteria shall be weighed accordingly:

- 9.2.1 For promotion to any rank, criteria 9.1.1, 9.1.2, and 9.1.3 must be met and 9.1.8 is normally a factor in this consideration.
- 9.2.2 For promotion to the rank of Assistant Professor, a faculty unit member shall be expected at minimum to fully meet at least one of the following criteria: 9.1.4, 9.1.5, 9.1.6, and 9.1.7.
- 9.2.3 For promotion to the rank of Associate Professor, a faculty unit member shall be expected at minimum to fully meet at least two of the following criteria: 9.1.4, 9.1.5, 9.1.6, and 9.1.7.
- 9.2.4 For promotion to the rank of Professor, a faculty unit member shall be expected at minimum to fully meet at least three of the following criteria: 9.1.4, 9.1.5, 9.1.6, and 9.1.7.

The above weighing of criteria is not intended to exclude any of the eight criteria in the evaluation of candidates.

9.3 Criteria for Tenure. In general, the principles and criteria set forth in Article IX shall be applied to candidates for tenure. (Specifically, see Criteria for Promotion 9.1.1 through 9.1.7. Refer to 9.4 for Length of service). In considering a candidate for tenure, all evaluating and decision-making groups shall examine carefully the applicant's potential for long-termed usefulness to the College-at-Large. Determination for long-termed usefulness shall be assessed not only by an analysis of the promotion criteria by an examination of (a) the applicant's commitment to the goals of the College; (b) the usefulness of the applicant's background and discipline to the academic programs of the College; (c) the potential role of the applicant in the development of the programs of his division or academic area; and (d) the applicant's potential role, if need be, to other academic areas of the College. The granting of tenure is the College's investment in scholarship and the assurance that the institution is a free market place for ideas. Tenured faculty in turn have an obligation to perform their responsibilities consistent with the standards of their division and the institution."

9.4 Length of Service for Tenure

Instructors, Clinicians, Clinical Instructors and Professional Specialists shall not be tenured.

Assistant Professors and Clinical Associates may be considered for tenure after completion of four years at Emerson College.

Associate Professors may be considered for tenure after three years at Emerson College.

Professors may be considered for tenure after the completion of two years at Emerson College.

In special cases, the Administration and faculty member may agree that a more rapid decision on tenure would be in their best interest. In this case the procedure can be initiated by the Dean after completion of the first academic year who may ask the Faculty Status Committee to meet and make its recommendation any time during the second year.

9.5 Preparation for Promotion and Tenure Materials

a. The applicant for promotion and/or tenure shall assume the obligation of developing a portfolio in support of the application. This portfolio shall be organized upon the eight criteria listed in 9.1 and 9.2 and criteria for tenure as outlined in 9.3. This evidence shall include (where applicable) but not be limited to:

transcripts, published articles and books, conventions programs, lists of exhibits and professional activities, programs of performances, published critical reviews, student evaluation of teaching (if any), a critical self-evaluation, a list of activities involved in at the College, a list of organizational affiliations and evidence of participation in each, and letters of reference.

b. The Chairperson of the division and the senior members, in consultation with the applicant, shall develop through appropriate methods in an evaluation of the applicant's teaching ability.

c. All materials and the application for promotion and tenure shall be submitted no later than October 1st to the Divisional Tenure and Promotion Committee.

9.6. Faculty status and matters related to promotion and tenure are primarily a faculty responsibility. Scholars in a particular field or activity have the chief competence for judging the work of their colleagues. In such competence it is implicit that responsibility exists for both adverse and favorable judgments.

The primary responsibility of the faculty for such matters is based upon the fact that its judgment is central to general educational policy. With specific reference to this Agreement and the process and criteria set forth in Article IX, is the understanding that the faculty accepts that primary responsibility with the obligation to judge each candidate for promotion and tenure fairly and comprehensively in light of that criteria and the specifics therein. The Administration shall have reason to expect that faculty judgment shall be congruent with the criteria set forth for promotion and tenure. Having been so demonstrated by the Faculty Status Committee, the Administration is expected to concur with faculty judgment in most instances.

9.7. Procedure for Promotion and Tenure Evaluation

Each division shall have a Promotion and Tenure Committee composed of senior faculty and divisional Chairperson.

9.7.1. The Chairperson of the Division with the Divisional Promotion and Tenure Committee will, in consultation with the candidate, evaluate his/her credentials according to the criteria set forth in Article IX. All materials shall be considered and a written recommendation shall be forwarded, with a complete portfolio, to the Faculty Status Committee no later than November 1st. In the event the faculty unit member wishes to submit additional materials to the Faculty Status Committee, he may do so. If, at any time, the faculty unit member wishes to withdraw his application for promotion, he may do so. A faculty unit member who wishes to withdraw his application for tenure must do so prior to February 1st of the current academic year and shall also submit his resignation, effective no later than the end of the following academic year. The Faculty Status Committee shall consider in their deliberations the recommendation and review provided by the Division. After the Faculty Status Committee reviews all materials, it shall submit a full report to the Chief Academic Officer that includes the substance of the discussion and decision and a complete analysis of how the candidate met, or did not meet, the criteria for promotion

and/or tenure. This report shall be submitted to the Chief Academic Officer no later than February 1st. If the Faculty Status Committee does not forward its report to the Chief Academic Officer by February 1st, the Chief Academic Officer shall act on the question of promotion and/or tenure on the basis of his own information.

- 9.7.2. For a period of not more than forty-five days, the Chief Academic Officer shall have the opportunity to review the report of the Faculty Status Committee, request additional information and/or clarifications from the Committee or candidate, and meet with the Committee to discuss its rationale for its decision. The Chief Academic Officer makes his recommendation to the President. If the Chief Academic Officer's recommendation differs from the Faculty Status Committee, he or she will submit in writing to the committee a list of reasons based upon the criteria for the decision. This shall be prior to his final recommendation to the President to allow for a resolution of differences. If a resolution cannot be reached, the Faculty Status Committee may submit its recommendations independently to the President along with supporting reasons. The recommendations of the President shall be given to the Academic Affairs Committee of the Board of Trustees. Under the conditions where the recommendations of the President differs from the recommendation of the Faculty Status Committee, the Chairperson of the Faculty Status Committee will appear before the Academic Affairs Committee of the Board of Trustees and present the recommendation of the Faculty Status Committee with supporting reasons.
- 9.7.3 If economic reasons are to be considered relative to the granting of tenure, those issues will be made apparent to all concerned parties no later than October 1st prior to the consideration for tenure. It is incumbent upon the Division Chairperson, upon advisement and consultation with the Chief Academic Officer, to notify a faculty member of such possibilities. In the event that such possibilities become reality, the Administration must notify the faculty at large of this fact.
- 9.7.4 A faculty member who has been denied tenure because of demonstrable economic reasons, may receive a one-year probationary appointment and shall annually thereafter be reconsidered for tenure by the Chief Academic Officer at his contract renewal period and without further review by the Faculty Status Committee.
- 9.7.5. If a faculty member wishes to change from one route to the other, written application shall be made to the Divisional Chairperson and the Chief Academic Officer at least two (2)

years in advance of the application for promotion and/or tenure. The application will be reviewed by the Chairperson and the tenured faculty members; their recommendation shall be forwarded to the Chief Academic Officer who makes the final decision in consultation with the Division Chairperson.

ARTICLE X

SEPARATION

10.1. Policies and Procedures Relating to Separation

At times, it may be necessary for the College or the individual faculty unit member to sever their professional relationship. In order to protect the interest of both parties, the various types of separation (non-reappointment, resignation, termination, dismissal) are defined with policies and procedures set forth. The issuance of a term contract, or terminal contract (see 8.4.5.) does not require notice of non-reappointment during the term of the contract.

10.1.1. Non-Reappointment

The term "non-reappointment" means that the College has decided not to renew a probationary appointment at the conclusion of its term.

Notice of non-reappointment must be given in writing by the following dates:

- a. Not later than March 1st of the first academic year of service if the initial appointment is not to be renewed, or at least three months prior to the expiration of an initial, one-year appointment, if it expires during the academic year;
- b. Not later than December 15th of the second academic year of service if the appointment is not to be renewed, or at least six months prior to the expiration of the appointment if it expires during an academic year; or
- c. Not later than twelve months prior to the expiration of an appointment after two or more years of service at the College

10.1.2. Resignation

Resignation is a severance action by which a faculty unit member severs his relationship with the College. A faculty unit member may resign at the end of an academic year

provided that he gives notice in writing at the earliest possible opportunity, but not later than May 15th or thirty days after receiving notification of the terms of his appointment for the coming year, whichever date occurs later. The faculty unit member may request an extension of this time period in case of hardship, in a situation where he would otherwise be denied substantial professional advancement or other opportunity.

10.1.3. Deleted

10.1.4. Termination

Termination is a separation action by which the College terminates the services of a continuous contract (tenured) faculty unit member, or an individual employed on a probationary or rolling contract before the end of the specified term. Medical reasons, discontinuance of a program or department, financial exigency, and just cause are causes for termination.

10.1.4.1 Termination for Medical Reasons

(A) A faculty unit member who is unable to return to work following personal illness leave may be terminated.

(B) A faculty unit member who is unfit to continue his duties due to physical or mental illness may be terminated based upon clear and convincing evidence. The decision to terminate for such reasons will be made only after the faculty unit member has been informed in advance of the College's proposed action and shall have an opportunity to respond. Said response must be made within fourteen (14) days.

(C) If the AAUP challenges the College's decision to terminate the faculty unit member, a grievance may be brought at Step II of the grievance procedure.

10.1.4.2 Termination Resulting from Discontinuance of an Educational Program, Department or Division

Termination of a continuous contract (tenured) faculty unit member, or of an individual employed on a probationary or rolling appointment before the specified term, may occur as a result of the discontinuance of an educational program, or division.

Any decision to discontinue a program, department or division shall be based essentially upon educational considerations and reflect the long-range judgments that the educational mission of the College will be enhanced by the discontinuance. The final recommendation to discontinue an academic unit shall receive the advice of the Academic Policy Committee. The Academic Policy Committee in the case of disagreement with the Chief Academic Officer may submit to the President its own report in which its reasons for disagreement are specifically stated. The Chief Academic Officer's decision must be approved by the President and Board of Trustees. Their decision is final and binding and not subject to the grievance and arbitration procedure. Before the College issues notice to a faculty unit member of its intention to terminate, the College will make every effort to place the faculty unit member concerned to another acceptable position at the same rank and salary. If no position is available within the institution, the faculty unit member's appointment may be terminated. A faculty unit member who is terminated for such reasons who is tenured or a Professional Specialist with seven or more years of full-time service to the College shall be entitled to one year's salary from the date of notification. All other faculty unit members shall be entitled to salary until the end of their current appointment. The College and the terminated faculty unit member may negotiate insurance continuation.

10.1.4.3 Termination of Faculty Members Due to Financial Exigency

Financial exigency occurs when a bona fide financial crisis demonstrably threatens the survival of the College as a whole. In declaring that a financial exigency exists, the College shall demonstrate to the AAUP, with documentation and in writing, the extent of the financial crises through the disclosure of all budgetary items, details, and plans. The College shall adopt the following process:

Declaration of Financial Exigency:

- (1) Inform the Association and faculty unit members that a state of financial exigency is impending at least thirty (30) days prior to formal declaration.

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(2) Allow the Emerson College Chapter of the AAUP that period of time to examine all budgetary information, details and plans, and to make recommendations to the College.

(3) The College is obligated to demonstrate, during this process, that the crises cannot be alleviated by less drastic means than reduction in the bargaining force and that all other feasible alternatives have been explored.

(4) The ultimate declaration that a state of financial exigency exists shall be made by the Board of Trustees.

Termination of Financial Exigency:

(1) An Ad Hoc Committee appointed by the Association, not to exceed seven (7) faculty unit members with at least two (2) representatives from the Academic Policy Committee shall assume the responsibility for AAUP recommendations related to the reduction of institutional programs and faculty.

(2) In making any recommendations concerning the implementation of the reduction of the bargaining unit, the Committee shall consider how the financial exigency may be remedied without having an adverse impact upon the philosophy and specialization of the College and its major academic programs. It shall also consider the following factors:

(a) Whenever possible, accomplish reduction through attrition.

(b) Make every effort to place the faculty unit member in another suitable position in the institution.

(c) Reduce the number of part-time and temporary faculty members.

(d) Reduce the number of probationary faculty.

(e) Having considered the above factors, the Committee shall then use as many of the following criteria as possible in considering the reduction of continuous (tenure contract) faculty unit members:

- 1) Persons with the least seniority.
- 2) Persons least essential to the teaching of major programs and the specialties of the College.
- 3) Persons with the lowest rank.
- 4) Affirmative action.

10.1.4.4 The decision to terminate appointments shall not be based upon salary levels. In all cases of termination of appointment for financial exigency, the faculty unit member will be given notice and/or salary in accordance with the provisions of Article X, Section 10.1.2.

10.2 Conflict of Reduction Criteria

When program integrity, non-discrimination and seniority appear to be in conflict in the termination of a faculty unit member, the Vice President/Dean of the College will make the necessary reduction(s) based upon his best judgment and rationale which he is able to develop.

10.3 Notice and Reappointment Rights of Terminated Faculty

When financial exigency or changes in the educational program necessitate the termination of continuous contract (tenured) faculty unit members, an effort will be made to assist such faculty members to readapt within the institution, to continue their work elsewhere, or to reduce the injury to the faculty unit member in every appropriate way possible, such as providing for early retirement or changing the status of the faculty unit member from full-time to part-time if the faculty unit member is agreeable to either arrangement.

If a continuous contract (tenured) faculty unit member is terminated for reasons of financial exigency, the released faculty unit member's place will not be filled by a replacement for a period of three years, (unless the released faculty member has been offered reappointment with tenure at the rank held at the time of termination and has been given at least one month within which to accept or decline the reappointment).

10.4.1 Dismissal Dismissal is a separation action by which the College ends its professional relationship with a continuous (tenured) faculty unit member for just cause. Dismissal is also the means by which the College removes for just cause other faculty unit members from service before the end of an appointment. Dismissal will not be used to restrain faculty unit members in their exercise of academic freedom. When dismissal is contemplated the following procedures shall apply:

10.4.2 Preliminary Proceeding. When the President believes just cause exists to dismiss a faculty unit member, member of the administration shall discuss the matter with the faculty unit member in a private conference where the faculty unit member may be represented. The matter may be resolved by mutual agreement at this time.

However, if a settlement does not result after this meeting, the President shall request that the ECCAAUP elect within seven (7) days of his request an ad hoc committee for the purpose of rendering a written recommendation to the president and the faculty unit member regarding their disagreement.

The ad hoc committee shall within fourteen (14) days of their appointment attempt to effect a settlement or, if no settlement is reached, the ad hoc committee shall issue a report stating its opinion concerning whether it believes just cause exists to dismiss the faculty unit member.

If the ECCAAUP ad hoc committee fails to act within the aforesaid time limits, the President may proceed based upon his own judgment.

After receipt of the ad hoc committee's report or 21 days, the President, even after considering a report favorable to the faculty unit member, shall have the right to dismiss the faculty unit member.

Should the President dismiss the faculty unit member, the faculty unit member shall be provided with a statement setting forth the grounds for his dismissal. The faculty unit member shall have 14 days to file a grievance regarding his dismissal. The grievance shall be processed beginning at Step II of the grievance process contained in Article XI.

10.4.3 Suspension of a Faculty Unit Member. Suspension of the faculty unit member during the preliminary proceeding set forth above is justified only if immediate harm to the faculty unit member or to others is threatened by the faculty unit member remaining actively employed. Any such suspension shall be with pay.

ARTICLE XI

REVIEW AND GRIEVANCE PROCEDURES

11.1 Intent

The College and the AAUP recognize and endorse the importance of due process and of adjusting grievances properly without fear of prejudice or reprisal. Accordingly, the College and the AAUP agree that they will use their best efforts to encourage

the informal and prompt settlement of grievances, as defined below, and the orderly processes hereinafter set forth are designed to protect due process and academic freedom.

It is the intent of the College and the AAUP that these processes should be the method for the resolution of all grievances except as otherwise stated in this Agreement.

11.2 Definition

A grievance is defined as an allegation by a faculty unit member, a group of faculty unit members, the AAUP, or the College that there has been a claimed breach or misapplication or misinterpretation of the terms of this Agreement, or a claimed infringement of a right of a faculty unit member. It is understood that as regards promotion, appointment, reappointment, and tenure, the issues to be grieved are procedural and not substantive in nature, and the burden of proof is on the grievant.

11.3 The AAUP and Emerson agree that they will use their best efforts to encourage the informal and prompt settlement of grievances. The parties to the alleged grievance shall attempt in an informal manner to discuss and dispose of the issues which have brought about the alleged grievance. The College shall in all cases make a record of such an informal attempt at settlement. However, any dispute involving the interpretation, application or alleged violation of this Agreement which cannot be settled informally shall be settled in the following manner:

11.3.1 Step I: The grievance shall be stated in writing and shall contain the citation of the alleged violation of the contract by article and section. This will be forwarded to the other party (the respondent) within thirty (30) calendar days after the facts have been discovered by the faculty unit member or the Association whichever date comes first.

Where a member of the bargaining unit or the AAUP is the grievant, the grievance shall be filed with the Chief Academic Officer. Where the College is the grievant, the grievance shall be filed with the President of the AAUP. Within ten (10) calendar days after the grievance is filed, a conference shall be held with the grievant to negotiate settlement thereof, at which the College shall be represented by the Chief Academic Officer or his designee. If the grievant is an individual member of the bargaining unit, the AAUP shall send an appropriate observer. The respondent shall, if the matter is not settled at this conference, provide the grievant, within one (1) calendar week after the date on which the final session of the conference is held, with a written statement of response.

11.3.2. Step II: If the grievant wishes to proceed further, he/she shall so inform the respondent in writing of the basis of the grievance and the facts relating thereto within one (1) calendar week after receipt of the respondent's statement. Within "seven (7) calendar days", a second conference shall be held to negotiate settlement of the grievance, at which the College shall be represented by the President or his designee and the unit member or AAUP by its President or designated grievance officer. If the parties fail to settle the grievance to their mutual satisfaction at this conference, the respondent shall, within ten (10) calendar days after the date on which the final session of the conference is held, provide the grievant with a detailed written statement of its position executed by the appropriate officer.

11.3.3 Step III: (1) If the grievance is not satisfactorily resolved at Step II, the AAUP or the College, as the case may be, may notify the respondent in writing of its intention to proceed to arbitration. Such written notice must be given thirty (30) calendar days after the date on which the final session of said Step II conference is held, and shall be considered as having been given at the time a copy thereof is delivered to the President or the AAUP, (in the case of a notice given by the College) or the President of the College (in the case of a notice given by the AAUP), or when the same is mailed certified or registered mail, return receipt requested, to either or said persons.

If no such written notice demanding arbitration is thus given, the grievance involved shall be deemed settled, hereunder on the basis of the respondent's statement of position at Step II of this grievance procedure.

(2) In the event that a proper notice demanding arbitration is given, the parties shall select an arbitrator by mutual agreement or from a list supplied by the American Arbitration Association. If the parties cannot agree upon an arbitrator on the list supplied by the American Arbitration Association, they shall request a new list.

The arbitration shall be conducted in accordance with the American Arbitration Association's voluntary rules for labor arbitration in effect at the time of such submission.

(3) The arbitrator shall be limited to ruling on the interpretation, application or violation of the terms of this Agreement and to formulating the appropriate remedy for the same. The arbitrator shall have no power to add to, subtract from or modify any of the terms of this Agreement. The arbitrator shall have no power to award continuous appointment or tenure.

(4) The fee of the arbitrator and other administrative expenses of the arbitration, if any, shall be shared equally by the parties, but expenses of an individual party to the arbitration shall be borne by the party incurring them, including payments to representatives, attorneys, witnesses, ect.

(5) The arbitrator's decision shall be final and binding on the AAUP, the College and the individuals affected thereby.

(6) In the event the grievance involves discipline or discharge for just cause, the arbitrator shall sit as a chairperson of a three-person arbitration panel. The arbitration panel shall be composed of the arbitrator selected by mutual agreement of the parties in accordance with Section 11.3.3(2), a panel member chosen by the Administration and a panel member chosen by the AAUP. The arbitrator shall be the sole judge in regard to issues of procedure.

A majority decision of the arbitration panel shall be final and binding on the AAUP, the College and all individuals affected by the decision.

The arbitration panel shall be in all other respects bound by all other provisions of this Agreement.

ARTICLE XII

PERSONNEL FILES

12.1 The College shall maintain personnel files on all faculty unit members. These files are a part of the business records of the College.

12.2 The College shall not disclose the contents of said personnel files to any person outside the normal course of the College's business without first obtaining prior approval of the faculty unit member.

12.3 It is the faculty unit member's responsibility to keep his personnel file current in regard to papers to be reviewed for promotion, tenure and reappointment.

ARTICLE XIII

FACULTY WORKLOAD, SCHEDULING AND COURSE ASSIGNMENTS

13.1 Faculty unit members shall not be required to teach an excessive number of semester hours (see 13.3), assume an excessive student load or be assigned an unreasonable schedule (see 13.2 and 13.4). It is agreed that the faculty unit members have an obligation, among others, to be available on campus on a regular basis to advise and counsel students, to participate in committee assignments, and to work toward the betterment of the operations and reputation of the College.

To allow faculty unit members to engage in professional and academic activities outside the College that contribute to their professional growth and competence as a faculty unit member, the equivalent of one day per week may be spent off campus. Such work must not conflict with the faculty unit member's assigned class schedule and responsibility.

13.2 The divisional chairperson and the Chief Academic Officer shall make every effort to assign workloads on a fair and equitable basis; shall attempt to assign classes so that the beginning of the first class and the ending of the last class on any day shall not be more than eight hours apart; shall determine class sizes on the basis of the specific disciplines involved, recognizing that certain specialized communication arts skills require significant student-faculty interaction and/or student use of specialized equipment in a classroom setting.

13.3 The normal teaching workload shall be twenty-four (24) credits per academic year or its equivalent to be determined by the division chairperson and the Chief Academic Officer. Whenever offered, a three-credit graduate course may count for a four-credit equivalent. The workload may include such responsibilities as:

- (a) Additional teaching assignments.
- (b) Major academic administrative assignments such as a major department or division chairpersonships.
- (c) Participation on major committees.
- (d) Major on-campus or off-campus student activities connected with academic programs.
- (e) Clinical assignments and supervision.

- (f) Major theatrical production.
- (g) Special departmental or all-college projects.
- (h) Additional academic advising for a major department.
- (i) Supervising directed study.
- (j) Major grant writing approved by the College.
- (k) Graduate programs.

Each faculty unit member will be expected to assume an additional assignment of supportive responsibilities, each term, such as the above.

13.4 The department or division chairperson and the Chief Academic Officer shall make every attempt to limit a faculty teaching load to a schedule which does not exceed three different four-credit subject preparations per term.

13.5 In accepting the conditions of this contract, the faculty unit member accepts the responsibility of attending classes regularly and of keeping regular office hours, and shall post at least six office hours per week at which time they will be available to advise students. A faculty unit member shall be prepared at any time to justify absences to the Division Chairperson and/or the Chief Academic Officer in writing, if so required. A faculty unit member shall notify the registrar and the division chairperson's office in advance of any absence. Absences shall be recorded and verified by the Division Chairperson and unjustified absences shall be reported to CAO each term at a time to be determined by him or her. Unjustified absences shall be considered a violation of the conditions of this contract with sanctions to be determined by the seriousness and extent of the absences.

13.6 All faculty unit members shall be held accountable for the workload and responsibilities as outlined in this article. In order to facilitate this accountability, each faculty unit member shall be asked to report his workload yearly to the Chief Academic Officer on the form provided by the Chief Academic Officer. The Chief Academic Officer may call for a review of the faculty unit member's report with the faculty unit member and his division chairperson.

13.7 In order to assure continuity of graduate programs during summer session so that students can obtain courses necessary for their degree and have access to faculty for training and research, the College agrees to provide sufficient faculty for each graduate division in conjunction with the Division Chairperson and the Dean of Graduate Studies.

13.8 Chairpersons

Division chairpersons represent the faculty and have administrative responsibilities within their respective divisions. They have the special obligation to build divisions strong in scholarship and in teaching. The chairperson of every academic division is a ranked faculty unit member who is appointed by the President after considering the recommendations and/or nominations of the divisional faculty. The chairperson serves at the pleasure of the President. In the event that the President chooses to dismiss or change the chairperson, he shall give the chairpersons of the division at least thirty (30) days notice.

13.9 Consulting

In some fields there are opportunities for doing communication consulting work in education, government, or business. With reasonable limits, this kind of pursuit provides valuable experience for the faculty unit member and thereby promotes professional growth and development. He should not expect any reduction in load for engaging in consulting work unless the work is for Emerson College, or such arrangements have been mutually agreed upon by the faculty member, the Division Chairperson, and the Vice President/Dean of the College.

13.10 Political Activity

Any member of the faculty who wishes to engage in direct political activity which will involve a substantial amount of time (e.g., holding or running for political office, managing a campaign, directing group action in behalf of a political candidate or issue) is expected to work out a mutual agreement for released time with the Division Chairperson and the Chief Academic Officer before undertaking such activity.

13.11 Outside Employment and/or Business Interests

Since the regular faculty unit member is considered a full-time professional at Emerson College, his first duties are to the College community. Outside employment, business interests or consulting activities must not diminish a faculty member's effectiveness as a member of the College faculty; it must be clearly subordinate to the individual's teaching, advising, and College service functions.

13.12 In accordance with the 1974 governance structure, all new courses offered for credit must have the approval of the appropriate Division Chairperson and the Chief Academic Officer.

Prior to the printing of any catalogues or brochures, the appropriate division chairperson shall be consulted concerning the courses, noncredit offerings, and degree programs which emanate from his/her division.

Division Chairpersons will take an active role in initiating courses, noncredit offerings, and degree programs for Continuing Education and Summer Session.

Division Chairpersons shall recommend faculty members for teaching courses in continuing education and summer sessions. Any person not on the full-time faculty of Emerson College who is secured to teach a credit course shall have the approval of the appropriate divisional chairperson. Final approval lies with the Chief Academic Officer.

In designing the schedule for summer session and in determining course enrollments, graduate level 500 courses, all courses in the category of "to be arranged", and directed studies may be combined in order to achieve the minimum required number of students for a course to be offered.

ARTICLE XIV

PARKING

14.1 The College agrees to maintain the current number of parking spaces available to faculty (35) and to allocate these spaces on the basis of the guidelines below:

Point System - Parking Space Assignment

Distance - One Point for each three miles of airline distance to home.

Year at Emerson - One point for each three years at Emerson - limit 5 points to 15 years.

Rank - Faculty:

1 point -----	Instructors
2 points -----	Assistant Professors
3 points -----	Associate Professors
4 points -----	Full Professors
5 points -----	Department and Division Heads

The College agrees to seek additional spaces to be provided on a plan mutually agreeable to both parties.

14.2 The College agrees to maintain availability of said parking spaces by taking whatever actions necessary to strongly encourage and/or remove unauthorized vehicles. An "unauthorized vehicle" shall be defined as any vehicle which does not display an Emerson College parking sticker. Owners of authorized vehicles may, any given day, report that they have been denied a parking space either because an unauthorized vehicle is in or obstructs access to their space. Each telephone report shall state the license number, make of the vehicle, and that the vehicle does not have an Emerson College sticker. Each telephone report shall be followed by a written report sent to the Director of Buildings and Grounds. If, on checking the telephone report, the vehicle in question does not have an Emerson College sticker, the report shall be invalidated. If any assigned parking space is secured with a chain, the faculty member agrees to use the assigned lock and chain whenever the car is in the space.

ARTICLE XV

LEAVES

15.1 Sabbatical Leave

15.1.1 Application: Application for sabbatical leave shall include but not be limited to:

15.1.1.1 The presentation of a definite plan for a scholarly academic project in the following written form:

- (1) Title
- (2) Objective

State the specific short and long-term goals associated with the sabbatical leave request.

- (3) Rationale

Note how the proposed project will result in academic or scholarly growth which will:

- (a) demonstrably advance the professional recognition, retraining, or professional development to the benefit of the faculty unit member and Emerson College.
- (b) otherwise benefit the future of Emerson College through the faculty unit member's participation in grant funding projects or in the recruitment and retention of students.

(4) Methods/Procedures

Give the specific details of the plan, including a description of the artistic or performance activity, articles or books to be initiated or completed, research techniques, etc. Include a thorough statement of the expected outcome of the plan and the means by which the results of the work will be evaluated.

(5) Collaborative Arrangement

If the plan requires the participation of other individuals or institutions, provide evidence that such arrangements have or will be made prior to beginning the sabbatical.

(6) Agreement for Return to Service

Provide a statement of your agreement to return to service with the College for one full academic year commencing the term immediately following the leave or to return the compensation paid to the faculty unit member by Emerson College.

15.1.1.2 An indication of the specific term for which the leave is requested.

15.1.1.3 The applicant must agree to return to service with the College for one full academic year commencing the term immediately following the leave or return the compensation paid to him by the College.

15.1.2 Eligibility: To be eligible a unit member must:

(a) Have a full-time faculty status as Assistant Professor level or above with at least seven (7) years full-time service at Emerson College.

(b) Have an approved project involving academic or scholarly growth, which will demonstrably advance professional recognition to the benefit of the individual and the College.

15.1.3 Procedure: Application for sabbatical leave shall be made to the Department or Division Promotion and Tenure Committee. See Process for Promotion and Tenure 9.7.

15.1.4 Length of Time and Pay: A faculty unit member may take a sabbatical for Terms I or II at full salary or for the full academic year at half salary.

15.1.5 Continual Service: Time granted for a sabbatical leave shall be considered continual service. The faculty unit member shall be paid according to the appropriate salary scale when returning to full-time active service at the College.

15.1.6 Subsequent Leaves: Time spent on the sabbatical leave shall not be counted in the time accrued for the second leave.

15.1.7 Obligations of Sabbatical Recipients: The recipient of a sabbatical leave incurs these obligations:

(a) To make every reasonable effort to fulfill the terms of the sabbatical;

(b) To return to the College for a minimum of one year following the completion of the sabbatical leave; and

(c) To file a detailed report on the actual results of his project with the Department/Division Chairperson, the Vice President/Dean of the College, and the Chairperson of the Faculty Status Committee within ninety days after the beginning of the semester following the sabbatical leave.

15.2 Professional Leave

15.2.1 Application: Application for professional leave shall include:

(a) The presentation of a definite plan for the scholarly or professional use of the leave.

(b) An indication of the specific term(s) for which the leave is requested.

15.2.2 Eligibility: It is recognized that a policy permitting leave of absence without pay, for professional objectives may be, under certain circumstances, beneficial to both the individual and Emerson College. Eligibility for the leave includes, but is not limited to:

(a) At least three years of full-time service to Emerson College.

(b) An approved project involving academic or scholarly growth, which will demonstrably advance professional recognition to the benefit of the individual and the College approved by the CAO.

15.2.3 Benefits: Professional leave is without pay. The time granted for a professional leave may be considered continual service if it is determined by the Chief Academic Officer and the Department or Division Chairperson that the leave is in the best interests of the College and the individual. If the leave time granted is considered continual, it shall be so stated in writing and the faculty unit member shall be on the appropriate salary scale when returned to full-time service at the College.

15.2.4 Length of Leave: A faculty unit member may be granted one year of leave and upon application to the Vice President/Dean of the College, the leave may be extended to one additional calendar year.

15.2.5 Procedures: Applications for professional leave are submitted to the appropriate department or division chairperson and are considered by the Department or Division Promotion and Tenure Committee. Recommendations are made from the Faculty Status Committee to the Chief Academic Officer who gives the final approval or denies this request.

15.3 Military Leave

15.3.1 The College agrees to comply with the Vietnam Era Veteran's Readjustment Assistance Act of 1974.

15.3.2 Individuals entering the military shall submit notice to the Division Chairperson as soon as he/she receives notice from the government.

15.3.3 Length of Time: A faculty unit member who is a member of the Reserve Forces or the National Guard and who is ordered to duty during an academic period in which he is scheduled to work shall, upon request, be granted military leave of absence to engage in a temporary tour of duty, not to exceed fifteen (15) working days in any calendar year.

15.3.4 Continual Service: Time granted for a military leave shall be considered continual service, if agreed to in writing by both parties. A faculty unit member on military leave shall be placed on the appropriate salary scale when returned to full-time service at the College.

15.3.5 Benefits: This leave is without pay.

15.4 Child Care Leave

15.4.1 Eligibility: The faculty unit member must be a parent of a baby. One year of full-time service at Emerson College must be accrued. Only one partner is eligible if both are faculty unit members.

15.4.2 Application: Application for the leave shall be made to the Department or Division Chairperson to make his recommendation to the Chief Academic Officer for approval.

15.4.3 Length of Time: Such leaves shall not exceed one year, although renewals may be requested.

15.4.4 Continual Service: The time granted for child care leave shall be considered continual service, if agreed to in writing by both parties. A faculty unit member taking such a leave shall be placed on the appropriate salary scale when returned to full-time service.

15.4.5 Benefits: This leave is with pay for six weeks.

15.5 Personal Illness Leave

15.5.1 Procedures: Except in emergencies, application shall be submitted to the Department or Divisional Chairperson for recommendation and forwarded to the Chief Academic Officer for approval. The faculty unit member must accompany this request with a statement from his physician that (a) states the reason for the leave, and (b) estimates the duration of the leave.

15.5.2 Benefits: This leave is without pay.

15.5.3 Length of Time: Leave time shall be for one (1) term although such leave may be renewed as long as the total leave time does not exceed one (1) year. Beyond one year the College reserves the right to terminate the faculty unit member for prolonged physical and mental illness under 10.1.4 and 10.1.4.1 and in accordance with applicable provisions of Article XVII concerning long-term disability when applicable.

15.5.4 Benefits: Such leave shall not cause the faculty unit member's status to be impaired upon his return.

15.5.5 Continual Service: Time granted for personal illness leave may be considered for continual service if so recommended by the Departmental or Divisional Chairperson and approved by the Chief Academic Officer. If the leave time is to be counted towards as continual service, it must be agreed to in writing by both parties. The faculty unit member shall be placed on the appropriate salary scale when returned to full-time service at the College.

15.5.6 Pregnancy: Medical disability associated with pregnancy shall be treated as personal illness under the provisions of this section.

15.6 Administrative Leave

15.6.1 Faculty unit members who accept appointments to administrative positions at Emerson College shall, upon returning to faculty status, receive the salary appropriate to the rank held at the time of the administrative appointment, plus the normal increase and other increments granted to that faculty rank during the time served in the Administration.

ARTICLE XVI

COMPENSATION

16.1 Faculty Unit Members Salary

The College agrees to the following salary system for the duration of this Agreement:

Nine percent (9%) increase for 1984-85
Eight percent (8%) increase for 1985-86
Eight percent (8%) increase for 1986-87

It is agreed that these are across-the-board increases added to the base salary of the previous years' appointment at Emerson College. As an example, a faculty unit member who is earning \$25,000 at Emerson College in 1983-84 shall receive \$27,250 for 1984-85, \$29,430 for 1985-86, and \$31,785 for 1986-87.

B. The base minimum salary for each rank for new faculty is as follows:

Minimum Beginning Base for New Faculty

Appointed during the Duration of the Contract

Instructors - \$18,000

Assistant Professors - \$21,000

Associate Professors - \$25,000

Professors - \$30,000

16.2 Following the academic year 1986-87, the College agrees to utilize \$40,000 for the purpose of granting merit salary increases in the form of bonuses. A bonus will not be added to the base salary. Criteria and recommendations for such merit increases shall be worked out by the Chief Academic Officer with the Divisional Chairperson. It is understood that the merit bonuses are for exceptional achievement, or achievements, during the duration of this Agreement (1984-1987).

All persons promoted during the duration of this Agreement shall receive an increase in salary of \$1,000 which is to be added to the base of their previous years' salary at Emerson College.

16.3 In the event a faculty unit member receives notice on non-reappointment which results in a one-year terminal contract, the College and the Association accept the concept that a sum equivalent to three months salary may be offered to the faculty unit member in lieu of the terminal contract. The severance salary must be mutually agreed to by the College and the faculty unit member.

16.4 The Chief Academic Officer shall have the responsibility, after consulting with the chairperson of those persons so affected, to adjust salaries to the qualifications and rank of persons on the Clinical Route (see 8.4 "Clinical Route"). Such adjustments shall neither exceed nor be under salaries granted for other faculty ranks with similar qualifications. The guidelines for the salary range for a Clinician shall be set within the range for the Instructor-Assistant Professor. The guidelines for the salary range for the Clinical instructor shall be set within the range for the Assistant-Associate Professor. The guidelines for the salary range for the Clinical Associate shall be set within the range for the Associate-Full Professor.

16.5 In individual cases, the Chief Academic Officer shall have the authority to adjust salaries of unit members. Any adjustments shall not necessarily alter or influence the processes of promotion and tenure (for example, a change in salary shall not necessarily be considered parallel to number of years in rank). Such adjustments shall be for significant reasons and shall be jointly determined with Division Chairpersons.

ARTICLE XVII

FRINGE BENEFITS

17.1 Retirement Insurance

With respect to those regular, full-time faculty unit members who are participants in the retirement plan presently offered through the Teacher's Insurance and Annuity Association/College Retirement Equities Fund, sometimes referred to as "TIAA/CREF", the College will make the contribution of twelve percent (12%) of each faculty unit member's gross salary who is participating in the plan.

It is expressly understood that a faculty unit member, in order to be a participant in the retirement fund, must contribute three percent (3%) of his annual gross salary to said funds, as well as meeting all other conditions established under the TIAA/CREF

plan. It is further agreed that each faculty unit member participating in the aforesaid plan may determine what portion of the College's contribution to said plan shall go into the fund administered by the Teacher's Insurance and Annuity Association and what portion of the College's contribution shall go into the College Accumulation Equities Fund, it being further understood that a faculty unit member cannot change such allocation more than once in any contract year. The faculty unit members who have belonged to the bargaining unit for 12 months and are at least 28 years of age are required to participate in this plan.

17.2 Medical Insurance

After 30 days of employment, faculty unit members are eligible for coverage under the Harvard Community Health Plan or Blue Cross/Blue Shield Master Medical Plan, or a plan of equal benefits as agreed to by the Executive Committee of the AAUP and the College. The College will pay one hundred percent (100%) for the duration of this Agreement of the current total costs of providing Harvard Community Health Plan coverage for any faculty unit member and his dependents.

With respect to the faculty unit member who, together with his dependents, are covered under the Blue Cross/Blue Shield plan, the College will contribute, toward the cost of such individual plus dependency coverage, the same amount of money as it pays for providing Harvard Community Health Plan coverage for individual and dependents; it being understood that in no event will the College's contributions toward the cost of such Blue Cross/Blue Shield coverage be less than the contributions being made by the College for such coverage as of the date of this Agreement.

Unit members who have reached the age of 65 will be transferred from the College's group plan to Medex (BC/BS) or Plan 65 (HCHP).

17.3 Dental Insurance

The College will provide a group comprehensive dental insurance plan under the Connecticut General Life Insurance Company, or similar plan, which will apply to each member of the bargaining unit; it being agreed that the College will pay one hundred percent (100%) of the cost of such faculty unit member's individual coverage.

If any faculty unit member wishes to extend such group comprehensive dental coverage to his dependents, the faculty unit member will pay the total additional cost involved in covering dependents.

17.4 Long-Term Disability Insurance

After six (6) months of participation in the bargaining unit, faculty unit members are eligible for coverage under the College's noncontributory long-term disability plan. After 180 days

disability, the plan provides for payment of 60% of the individual's monthly salary, with a maximum benefit of \$2,000.00 per month less any benefits paid by Social Security, Workman's compensation, or any other group disability coverage. The disability plan covers all unit members to age 65. However, if an individual becomes eligible for disability payments within a year of s/her 65th birthday, payments will continue for twelve (12) months subsequent to commencement of such payments. Once eligibility for long-term disability has been determined, the College will normally provide similar benefit payments until the long-term disability payments commence. The College's decision on this matter is not subject to the grievance and arbitration procedures.

17.5 Life Insurance

Faculty who have belonged to the bargaining unit for twelve months and are at least twenty-five years of age are covered by the college's group term life insurance plan. The policy coverage is twice the individual's annual salary, rounded to the nearest thousand. Premium costs are fully paid by the College.

17.6 Workman's Compensation

Workman's Compensation will provide for lost wages and medical expenses if a faculty unit member is injured on the job. The Workman's Compensation insurance, fully paid by the College, will provide benefits subject to state laws and the rulings of the Industrial Accident Board.

17.7 Travel-Accident Insurance

The College provides Travel-Accident Insurance in the amount of \$25,000 for each unit member traveling on college business.

17.8 Tuition Benefits

Dependent children of faculty who have belonged to the bargaining unit for twenty-four (24) months are eligible to receive tuition benefits. This may take the form of full tuition in any of the College's programs upon matriculation or \$900.00 may be used annually toward tuition at another college. This policy is extended to the dependent children of any bargaining unit member who dies or retires after having been employed by the College for ten (10) years or more. The College reserves the right to approve or disapprove tuition benefits based upon special situations.

A faculty unit member's spouse, if accepted into a degree program at Emerson College, is entitled to full tuition for one (1) course each semester. This does not include courses offered through any cross registration with all other institutions.

ARTICLE XVIII

CONTRACT MANAGEMENT

18.1 Copies of the Agreement

Copies of the Agreement shall be reproduced at the expense of Emerson College within sixty (60) days after the Agreement is signed and presented to all faculty unit members now employed or hereafter employed (one copy to each faculty unit member). Additional copies shall be furnished to the Association at cost.

18.2 Savings Clause

If any work, phrase or provision of this Agreement or any application thereof to any faculty unit member or the Board is held to be contrary to law by a court of competent jurisdiction, such word, phrase or provision or application will be deemed invalid only to the extent mandated by law and all other words, phrases, provisions and applications will be separated and continue in full force and effect.

18.3 Notice

Unless otherwise provided, where notice is required to be given, it shall be sufficient:

(a) in the case of a faculty unit member, if sent by certified mail to his last reported residential address;

(b) in the case of AAUP, if sent by certified mail to the institutional AAUP President at his last reported residential address, or AAUP, 100 Beacon Street, Boston, Massachusetts 02116;

(c) in the case of the Board, if sent by certified mail to the office of the President;

(d) and in all other cases, if sent by campus or regular mails, to the institutional office or regular business address of the person or party. Where notice is required to be given by a date certain, it shall be effective if deposited in the regular mails by midnight of the day prior to the specified date. Where notice is required to be given within a certain time period, it shall be effective if deposited in the regular mails by midnight prior to the last day of such time period.

18.4 Waiver

Failure of either party to require performance by the other party of any promise, condition, or covenant herein shall in no way affect the full right to require such performance at any time

thereafter, nor shall the waiver by either party of a breach of any promise, condition, or covenant hereof be taken or held to be a waiver of the promise, condition, or covenant.

18.5 College-AAUP Relations

The AAUP Executive Committee and/or its designees shall meet with representatives of the Administration at least five times a year to clarify the concerns of either party which are covered by this Agreement and will also work to improve general faculty administration relationships.

18.6 Entire Agreement Clause

The Association and the College agree that this is the sole and binding Agreement between the two parties, and therefore waive the right or obligation to bargain collectively with each other during the term of this Agreement with respect to any matter not covered in this Agreement, even though such a matter may not have been known or contemplated during the negotiations leading to this Agreement, except by the mutual agreement of both parties.

ARTICLE XIX

NO LOCKOUT, NO STRIKE PLEDGE

19.1 The College agrees that it will not lock out any or all members of the Association for any cause during the term of this Agreement, and the Association and its agent agreed that they will not engage in, induce, or encourage any strike including sympathy strikes, work stoppage, slowdown, or withholding of services by the faculty. Nothing contained in this article shall be deemed to waive, impair, or restrict the right of the Board to seek or pursue any remedy at law or equity provided by law.

ARTICLE XX

ACADEMIC FREEDOM AND GOVERNANCE PROVISIONS

20.1 Statement of Principle

The parties acknowledge that the members of the bargaining unit and the College must remain free to practice their profession and fulfill their responsibilities to the College without interference or harassment because of their personal opinions and beliefs. Toward that objective, the parties pledge to use their respective offices, authority and influence to maintain the atmosphere of collegiality and academic freedom which must prevail at Emerson College.

20.2 Academic Freedom

In order to implement the above, Emerson College and the AAUP hereby incorporate the following AAUP statement on academic freedom.

(1) The teacher is entitled to full freedom in research and in the publication of the results, subject to the adequate performance of his other academic duties; but research for pecuniary return should be based upon an understanding with the authorities of the institution.

(2) The teacher is entitled to freedom in the classroom in discussing his subject, but he should be careful not to introduce into his teaching controversial matter which has no relation to his subject. Limitations of academic freedom because of religious or other aims of the institution should be clearly stated in writing at the time of the appointment.

(3) The College teacher is a citizen, a member of a learned profession, and an officer of an educational institution. When he speaks or writes as a citizen, he should be free from institutional censorship or discipline, but his special position in the community imposes special obligations. As a person of learning and an educational officer, he should remember that the public may judge his profession and his institution by his utterance. Hence he should at all times be accurate, should exercise appropriate restraint, should respect the opinions of others, and should make every effort to indicate that he is not an institutional spokesman.

Emerson College and the AAUP further agree to use the 1940 and 1970 AAUP Interpretive Comments as a guideline in the interpretation of the above Academic Freedom Statement.

20.3 Faculty Governance

The present constituted organizations, committees, and governance structure, i.e., the Faculty Assembly, the Faculty Council, Academic Policy Committee, All-College Advisory Council or any other similar body composed, in whole or in part, of the faculty, may continue to function at the College. It is understood that no actions of these bodies, or of any successor, in whole or in part to any of these aforesaid bodies, will directly or indirectly repeal, rescind, or otherwise modify the terms and conditions of this Agreement.

20.4 Emerson College and the Emerson College Chapter of the AAUP express their approval of the Statement on Government of Colleges and Universities as published jointly by the American Association of University Professors, the American Council on Education, the Association of Governing Boards of Universities and Colleges, and Emerson College and the Emerson College Chapter of the AAUP will, to the extent not inconsistent with the provisions of

this collective bargaining agreement, utilize said Statement of Government of Colleges and Universities (see Appendix) as a guide in their efforts to foster joint action and responsibilities both within the institutional structure and in protection of its integrity against improper intrusions.

ARTICLE XXI

DURATION AND REOPENING OF THE AGREEMENT

21.1 This Agreement shall be effective from September 1, 1984 and the terms therein shall apply through August 31, 1987.

21.2 Negotiations Authority Clause

Neither party in any negotiations shall have any control over the selection or number of the negotiating representatives of the other party. The parties mutually pledge that their representatives shall have authority to originate, consider and present proposals in the course of negotiations.

21.3 Ratification Clause

The Agreement shall not be binding until signed by the President of Emerson College and the President of the Emerson College Chapter of the American Association of University Professors.

21.4 Reopening of the Agreement

It is mutually agreed that the Association and the College shall commence negotiations for a renewal agreement no later than the first week of Term II of the 1986-1987 academic year. Each party shall submit to the other a list of matters to be the subject of negotiations no later than one week prior to the end of classes for the preceding term.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives on the day and year first above written.

EMERSON COLLEGE CHAPTER, AMERICAN
ASSOCIATION OF UNIVERSITY PROFESSORS

EMERSON COLLEGE

By Edna M. Ward

By Allen E. Koenig
Allen E. Koenig
President

By Jacqueline Liebenow

By John C. Zacharis
John C. Zacharis
Vice President/
Dean of the College

0192A/0013A

American Association of University Professors
American Council on Education
Association of Governing Boards of Universities and Colleges

Statement on
Government of Colleges and Universities

Editorial Note: The Statement which follows is directed to governing board members, administrators, faculty members, students, and other persons in the belief that the colleges and universities of the United States have reached a stage calling for appropriately shared responsibility and cooperative action among the components of the academic institution. The Statement is intended to foster constructive joint thought and action, both within the institutional structure and in protection of its integrity against improper intrusions.

It is not intended that the Statement serve as a blueprint for government on a specific campus or as a manual for the regulation of controversy among the components of an academic institution, although it is to be hoped that the principles asserted will lead to the correction of existing weaknesses and assist in the establishment of sound structure and procedures. The Statement does not attempt to cover relations with those outside agencies which increasingly are controlling the resources and influencing the patterns of education in our institutions of higher learning; e.g., the United States Government, the state legislatures, state commissions, interstate associations or compacts and other interinstitutional arrangements. However it is hoped that the Statement will be helpful to those agencies in their consideration of educational matters.

Students are referred to in this Statement as an institutional component co-ordinate in importance with trustees, administrators, and faculty. There is, however, no main section on students. The omission has two causes: (1) the changes now occurring in the status of American students have plainly outdistanced the analysis by the educational community, and an attempt to define the situation without thorough study might prove unfair to

student interests, and (2) students do not in fact presently have a significant voice in the government of colleges and universities; it would be unequally to obscure, by superficial equality of length of statement, what may be a serious lag entitled to separate and full confrontation. The concern for student status felt by the organizations issuing this Statement is embodied in a note "On Student Status" intended to stimulate the educational community to turn its attention to an important need.

This Statement, in preparation since 1964, is jointly formulated by the American Association of University Professors, the American Council on Education, and the Association of Governing Boards of Universities and Colleges. On October 12, 1966, the Board of Directors of the ACE took action by which the Council "recognizes the Statement as a significant step forward in the clarification of the respective roles of governing boards, faculties, and administrations," and "commends it to the institutions which are members of the Council." On October 29, 1966, the Council of the AAUP approved the Statement, recommended approval by the Fifty-third Annual Meeting in April, 1967,¹ and recognized that "continuing joint effort is desirable, in view of the areas left open in the jointly formulated Statement, and the dynamic changes occurring in higher education." On November 18, 1966, the Executive Committee of the AGB took action by which that organization also "recognizes the Statement as a significant step forward in the clarification of the respective roles of governing boards, faculties and administrations," and "commends it to the governing boards which are members of the Association."

¹The Annual Meeting approved the Statement.

I. Introduction

This Statement is a call to mutual understanding regarding the government of colleges and universities. Understanding, based on community of interest, and providing joint effort, is essential for at least three reasons. First, the academic institution, public or private, often has become less autonomous; buildings, research, and student tuition are supported by funds over which the college or university exercises a diminishing control. Legislative and executive governmental authority, at all levels, plays a part in the making of important decisions in academic policy. If these voices and forces are to be successfully heard and integrated, the academic institution must be in a position to meet them with its own generally unified view. Second, regard for the welfare of the institution remains important despite the mobility and interchange of scholars. Third, a college or university in which all the components are aware of the interdependence, of the usefulness of communication among themselves, and of the force of joint action will enjoy increased capacity to solve educational problems.

II. The Academic Institution: Joint Effort

A. Preliminary Considerations

The variety and complexity of the tasks performed by institutions of higher education produce an inescapable interdependence among governing board, administration, faculty, students, and others. The relationship calls for adequate communication among these components, and full opportunity for appropriate joint planning and effort.

Joint effort in an academic institution will take a variety of forms appropriate to the kinds of situations encountered. In some instances, an initial exploration or recommendation will be made by the president with consideration by the faculty at a later stage; in other instances, a first and essentially definitive recommendation will be made by the faculty, subject to the endorsement of the president and the governing board. In still others, a substantive contribution can be made when student leaders are responsibly involved in the process. Although the variety of such approaches may be wide, at least two general conclusions regarding joint effort seem clearly warranted: (1) important areas of action involve at one time or another the initiating capacity and decision-making participation of all the institutional components, and (2) differences in the weight of each voice, from one point to the next, should be determined by reference to the responsibility of each component for the particular matter at hand, as developed hereinafter.

B. Determination of General Educational Policy

The general educational policy, i.e., the objectives of an institution and the nature, range, and pace of its efforts, is shaped by the institutional charter or by law, by tradition and historical development, by the present needs of the community of the institution, and by the professional aspirations and standards of those directly involved in its

work. Every board will wish to go beyond its formal trustee obligation to conserve the accomplishment of the past and to engage seriously with the future; every faculty will seek to conduct an operation worthy of scholarly standards of learning; every administrative officer will strive to meet his charge and to attain the goals of the institution. The interests of all are coordinate and related, and unilateral effort can lead to confusion or conflict. Essential to a solution is a reasonably explicit statement on general educational policy. Operating responsibility and authority, and procedures for continuing review, should be clearly defined in official regulations.

When an educational goal has been established, it becomes the responsibility primarily of the faculty to determine appropriate curriculum and procedures of student instruction.

Special considerations may require particular accommodations: (1) a publicly supported institution may be regulated by statutory provisions, and (2) a church-controlled institution may be limited by its charter or bylaws. When such external requirements influence course content and manner of instruction or research, they impact on educational effectiveness of the institution.

Such matters as major changes in the size or composition of the student body and the relative emphasis to be given to the various elements of the educational and research program should involve participation of governing board, administration, and faculty prior to final decision.

C. Internal Operations of the Institution

The framing and execution of long-range plans, one of the most important aspects of institutional responsibility, should be a central and continuing concern in the academic community.

Effective planning demands that the broadest possible exchange of information and opinion should be the rule for communication among the components of a college or university. The channels of communication should be established and maintained by joint endeavor. Distinction should be observed between the institutional system of communication and the system of responsibility for the making of decisions.

A second area calling for joint effort in internal operations is that of decisions regarding existing or prospective physical resources. The board, president, and faculty should all seek agreement on basic decisions regarding buildings and other facilities to be used in the educational work of the institution.

A third area is budgeting. The allocation of resources among competing demands is central in the formal responsibility of the governing board, in the administrative authority of the president, and in the educational function of the faculty. Each component should therefore have a voice in the determination of short- and long-range priorities, and each should receive appropriate analyses of past budgetary experience, reports on current budgets and expenditures, and short- and long-range budgetary projections. The function of each component in budgetary matters should be understood by all; the allo-

action of authority will determine the flow of information and the scope of participation in decisions.

Joint effort of a most critical kind must be taken when an institution chooses a new president. The selection of a chief administrative officer should follow upon cooperative search by the governing board and the faculty, taking into consideration the opinions of others who are appropriately interested. The president should be equally qualified to serve both as the executive officer of the governing board and as the chief academic officer of the institution and the faculty. His dual role requires that he be able to interpret to board and faculty the educational views and concepts of institutional government of the other. He should have the confidence of the board and the faculty.

The selection of academic deans and other chief academic officers should be the responsibility of the president with the advice of and in consultation with the appropriate faculty.

Determinations of faculty status, normally based on the recommendations of the faculty groups involved, are discussed in Part V of this Statement; but it should here be noted that the building of a strong faculty requires careful joint effort in such actions as staff selection and promotion and the granting of tenure. Joint action should also govern dismissals; the applicable principles and procedures in these matters are well established.¹

D. External Relations of the Institution

Anyone—a member of the governing board, the president or other member of the administration, a member of the faculty, or a member of the student body or the alumni—affects the institution when he speaks of it in public. An individual who speaks unofficially should so indicate. An official spokesman for the institution, the board, the administration, the faculty, or the student body should be guided by established policy.

It should be noted that only the board speaks legally for the whole institution, although it may delegate responsibility to an agent.

The right of a board member, an administrative officer, a faculty member, or a student to speak on general educational questions or about the administration and operations of his own institution is a part of his right as a citizen and should not be abridged by the institution.² There exist, of

course, legal bounds relating to defamation of character, and there are questions of propriety.

III. The Academic Institutions: The Governing Board

The governing board has a special obligation to assure that the history of the college or university shall serve as a guide and inspiration to the future. The board helps relate the institution to its chief community: e.g., the community college to serve the educational needs of a defined population area or group, the church-controlled college to be cognizant of the announced position of its denomination, and the comprehensive university to discharge the many duties and to accept the appropriate new challenges which are its concern at the several levels of higher education.

The governing board of an institution of higher education in the United States operates, with few exceptions, as the final institutional authority. Private institutions are established by charters; public institutions are established by constitutional or statutory provisions. In private institutions the board is frequently self-perpetuating; in public colleges and universities the present membership of a board may be asked to suggest candidates for appointment. As a whole and individually when the governing board confronts the problem of succession, serious attention should be given to obtaining properly qualified persons. Where public law calls for election of governing board members, means should be found to insure the nomination of fully trained persons, and the electorate should be informed of the relevant criteria for board membership.

Since the membership of the board may embrace both individual and collective competencies of recognized weight, its advice or help may be sought through established channels by other components of the academic community. The governing board of an institution of higher education, while maintaining a general overview, entrusts the conduct of administration to the administrative officers, the president and the deans, and the conduct of teaching and research to the faculty. The board should undertake appropriate self-limitation.

One of the governing board's important tasks is to insure the publication of certified statements that define the over-all policies and procedures of the institution under its jurisdiction.

The board plays a central role in relating the likely needs of the future to predictable resources; it has the responsibility for husbanding the endowment; it is responsible for obtaining needed capital and operating funds; and in the broadest sense of the term it should pay attention to personnel policy. In order to fulfill these duties, the board should be aided by, and may insist upon, the development of long-range planning by the administration and faculty.

When ignorance or ill-will threatens the institution or any part of it, the governing board must be available for support. In grave crises it will be expected to serve as a champion. Although the action to be taken by it will usually be on behalf of the president, the faculty, or the

¹See the 1940 *Statement of Principles on Academic Freedom and Tenure* and the 1946 *Statement on Accredited Standards on Faculty Dismissal Procedures*. These statements have been jointly approved or adopted by the Association of American Colleges and the American Association of University Professors; the 1946 Statement has been endorsed by numerous learned and scientific societies and educational organizations.

²With respect to faculty members, the 1940 *Statement of Principles on Academic Freedom and Tenure* reads: "The college or university teacher is a citizen, a member of a learned profession, and an officer of an educational institution. When he speaks or writes as a citizen, he should be free from institutional censorship or discipline, but his special position in the community imposes upon him obligations. As a man of learning and an educational officer, he should remember that the public may judge his profession and his institution by his utterances. Hence he should in all times be accurate, should exercise appropriate restraints, should show respect for the opinions of others, and should make every effort to indicate that he is not an institutional spokesman."

student body, the board should make clear that the protection it offers to an individual or a group is, in fact, a fundamental defense of the vested interests of society in the educational institution.*

IV. The Academic Institution: The President

The president, as the chief executive officer of an institution of higher education, is measured largely by his capacity for institutional leadership. He shares responsibility for the definition and attainment of goals, for administrative action, and for operating the communications system which links the components of the academic community. He represents his institution to its many publics. His leadership role is supported by delegated authority from the board and faculty.

As the chief planning officer of an institution, the president has a special obligation to innovate and initiate. The degree to which a president can envision new horizons for his institution, and can persuade others to see them and to work toward them, will often constitute the chief measure of his administration.

The president must at times, with or without support, infuse new life into a department; routinely, he may at times be required, working within the concept of tenure, to solve problems of obsolescence. The president will necessarily utilize the judgments of the faculty, but in the interest of academic standards he may also seek outside evaluations by scholars of acknowledged competence.

It is the duty of the president to see to it that the standards and procedures in operational use within the college or university conform to the policy established by the governing board and to the standards of sound academic practice. It is also incumbent on the president to insure that faculty views, including dissenting views, are presented to the board in those areas and on those issues where responsibilities are shared. Similarly the faculty should be informed of the views of the board and the administration on like issues.

The president is largely responsible for the maintenance of existing institutional resources and the creation of new resources; he has ultimate managerial responsibility for a large area of nonacademic activities, he is responsible for public understanding, and by the nature of his office is the chief spokesman of his institution. In these and other areas his work is to plan, to organize, to direct, and to represent. The presidential function should receive the general support of board and faculty.

*The American Association of University Professors, recognizing the growth of autonomous state-wide bodies representative to existing Boards of Trustees, regards the objectives and practices recommended in the 1986 Statement as constituting equally appropriate guidelines for such bodies. In so doing, they bear particular responsibility for pointing the attention of individual institutions under their jurisdiction and for implementing code of shared responsibility as outlined in Section II when the primary function of autonomous governing boards (adopted by the AAUP Council in May, 1972.)

V. The Academic Institution: The Faculty

The faculty has primary responsibility for such fundamental areas as curriculum, subject matter and methods of instruction, research, faculty status, and those aspects of student life which relate to the educational process. On these matters the power of review or final decision lodged in the governing board or delegated by it to the president should be exercised adversely only in exceptional circumstances, and for reasons communicated to the faculty. It is desirable that the faculty should, following such communication, have opportunity for further consideration and further transmittal of its views to the president or board. Budgets, manpower limitations, the time element, and the policies of other groups, bodies and agencies having jurisdiction over the institution may set limits to realization of faculty advice.

The faculty sets the requirements for the degrees offered in course, determines when the requirements have been met, and authorizes the president and board to grant the degrees thus achieved.

The chairman or head of a department, who serves as the chief representative of his department within an institution, should be selected either by departmental election or by appointment following consultation with members of the department and of related departments; appointments should normally be in conformity with department members' judgment. The chairman or department head should not have tenure in his office; his tenure as a faculty member is a matter of separate right. He should serve for a stated term but without prejudice to re-election or to reappointment by procedures which involve appropriate faculty consultation. Board, administration, and faculty should all bear in mind that the department chairman has a special obligation to build a department strong in scholarship and teaching capacity.

Agencies for faculty participation in the government of the college or university should be established at each level where faculty responsibility is present. An agency should exist for the presentation of the views of the whole faculty. The structure and procedures for faculty participation should be designed, approved, and established by joint action of the components of the institution. Faculty representatives should be selected by the faculty according to procedures determined by the faculty.

The agencies may consist of meetings of all faculty members of a department, school, college, division, or university system, or may take the form of faculty-elected executive committees in departments and schools and a faculty-elected senate or council for larger divisions or the institution as a whole.

Among the means of communication among the faculty, administration, and governing board now in use are: (1) circulation of memoranda and reports by board committees, the administration, and faculty committees, (2) joint *ad hoc* committees, (3) standing liaison committees, (4) membership of faculty members on administrative bodies, and (5) membership of faculty members on governing boards. Whatever the channels of communication, they should be clearly understood and observed.